

# KARTSPORT AUCKLAND INCORPORATED CONSTITUTION



## 1st November 2003

- **Amended 2004 AGM.**  
Change clauses 3.1, 4.4, 7.6  
Add clause 9.20
- **Amended 2006 AGM**  
Change clause 5.3
- **Amended 2008 AGM**  
Change clause Club Champs 2.4  
Change Clause Race Fees 2.2, 2.3  
Change Clause Subscriptions 1.1, 1.2  
Added Clause Subscriptions 1.4(a). 1.4 (b)

# **KARTSPORT AUCKLAND INCORPORATED CONSTITUTION**

## **1. Name**

The name of the Incorporated Body shall be KartSport Auckland Incorporated and shall consist of all persons who are members of the Club in accordance with this Constitution and the Club Rules.

## **2. Interpretation**

In this Constitution and these Rules, unless a contrary intention appears:

- "Club" means KartSport Auckland Incorporated.
- "Committee" means the whole Committee as elected by the Members.
- "Committee Person" means an individual member of the Committee.
- "Executive" means President, Vice President, Secretary, Treasurer, and Club Captain.
- "Member" means a financial member of the Club.
- "Year" means the financial year of the Club.
- "KartSport New Zealand" means KartSport New Zealand Incorporated.
- "Officer" means a person elected by the AGM or appointed by the Committee to a position.
- Words importing the singular number shall be deemed to include the plural and vice-versa.
- "HIS" shall mean also "HERS". Male and female have no distinction unless otherwise stated.
- "In Committee" means only Committee Persons can be in attendance (ref 4.11) for a particular meeting or part of a meeting.
- "Regulations" shall mean all of the Constitution clauses.
- "Rules" shall mean all items covered by Schedules attached to the Constitution.
- "Kartsport", "Kart Racing", "Kart", and "Karting" shall mean any form of transport powered or otherwise using a vehicle of the type described from time to time in the Specifications of KartSport New Zealand.

## **3. Objects**

- 3.1 The objects of the Club are to encourage amateur kartsport and amateur kartsport activities to the benefit of all members. The Club's activities shall be conducted independent of any personal interest or gain of members. The Club will protect the interests of members, foster and encourage good relations among members and provide facilities for members.
- 3.2 The Club may purchase, take or lease, or otherwise acquire upon such terms as it may think fit, any real or personal property and any rights and privileges either necessary or convenient for the purposes of the Club and may erect, maintain, improve, or alter any buildings or works as it may acquire.
- 3.3 The Club may borrow or raise money upon mortgages of any of the real and personal or other obligations or securities of the Club.
- 3.4 The Club may invest and deal with the funds of the Club upon such securities or in a manner and upon such terms and conditions as the Club may think fit.

- 3.5 The Club may sell, lease, exchange, mortgage or otherwise deal with all or any of the real and personal property of the Club.
- 3.6 The Committee, by majority decision, is empowered to undertake activities included in 3.2, 3.3, 3.4, and 3.5 up to and including the Limits of Authority as declared in Schedule One attached to this Constitution. These Limits of Authority can only be changed or modified by way of Remit to an Annual General Meeting (AGM) or Special General Meeting (SGM).

#### **4. Committee**

- 4.1 The Committee of the Club shall consist of the President, Vice President, Secretary, Treasurer, and Club Captain and a minimum of seven other Committee Persons. The Managing Editor of the Club Magazine, the Club Steward, the Race Secretary and the Publicity Officer will be ex-officio Committee Persons and have full Committee status.
- 4.2 All elected members of the Committee shall retire annually and shall be eligible for re-election at the AGM. Should any of the Committee resign during their term of office and/or any Committee Person fail to attend three consecutive duly convened meetings without furnishing satisfactory reasons for his absence, he shall cease to be a member of the Committee and any vacancy so occasioned shall likewise be filled by the Committee for the time being. The Committee shall meet at least six times per annum and all meetings shall be called by the Secretary.
- 4.3 The Committee shall have recourse on all members of the Club for relief from any obligations or contracts for which they have, as managers, made themselves liable or entered into on behalf of the Club whether as lessee or otherwise.
- 4.4 The Committee shall have the power to make, amend, alter, or revoke any rules contained within schedules 3 or 4 as they may deem necessary for the better management of the Club or safety of drivers always subject to the alteration to rules clause 7.6. Such decisions will require a two thirds majority vote of the committee and such changes will not come into effect until at least 30 days after notification of such changes to all members by circular or notice in the Club Magazine, either sent to each Member at their last known address or electronically if an email address is provided on the membership application form. Such changes must be ratified by a two thirds majority vote at either the next AGM or a SGM called for the purpose and notice of such alteration shall be given in writing at least 14 days prior to such meeting in accordance with 7.4.
- 4.5 The Committee shall have the power to inflict reasonable penalties as per the Limits of Authority on any member who shall willfully infringe any of the Club's Regulations or Rules and such member shall not be allowed to continue the privileges of membership until such fines have been paid. Such decisions will require a 75% majority vote of the Committee.
- 4.6 The Committee shall have the power to suspend membership of any member for misconduct or for consistently infringing the Club Regulations and Rules or for bringing the Club into disrepute. Such decisions will require a 75% majority vote of the Committee. (See 8 – Suspension and Expulsion).
- 4.7 Any sub-committee formed or co-opted shall have no more than 50% of the main Committee and the Chairman of the said sub-committee shall be a member of the main Committee.
- 4.8 Any co-opted member to a sub-committee will be given full voting rights on that sub-committee.

- 4.9 A quorum for main Committee meetings will be nine Committee members.
- 4.10 Decisions at Committee meetings will be by simple majority (except for 4.4, 4.5 and 4.6). The Chairman of the meeting will have a deliberative vote and in the event of equal voting, he shall have a casting vote.
- 4.11 The Committee, by majority vote, can decide to hold all or part of Committee Meetings "in Committee".

## **5. Election of Committee, Appointment of Officers and voting.**

- 5.1 Election of the Committee and ex officio Committee Persons shall be by ballot at the AGM. Those standing for election to the Committee must be current financial members of the Club and must be nominated and seconded by current financial members of the Club.
- 5.2 Those persons nominated for committee positions must be present at the AGM or if unable to be present must provide written confirmation of acceptance of nomination to the Secretary.
- 5.3 All nominations for committee must be made in writing to the Secretary to be received no later than 21 days prior to the date of the AGM. Notwithstanding, if there are no written nominations or only one written nomination received for a committee position then nominations can be made from the floor at the AGM provided the requirements of clause 5.1 and 5.2 are met.
- 5.4 If for any reason any committee position is not filled at the AGM, the Committee may appoint a Club Member to the position after the AGM.
- 5.5 Club Officers (eg Assistant Club Stewards, Club Machine Examiners, Club Technical Officers, Membership Officer etc) may be appointed from time to time by the Committee.
- 5.6 Voting at all meetings except where explicitly stated and including meetings of the Committee, shall be by majority vote by a show of hands but a secret ballot may be called for and enforced by the President or Vice President or the Chairman at that meeting or by any three persons standing and demanding same.

## **6. Membership and Financial Year.**

- 6.1 The Club shall consist of Family, Racing, Non Racing, Honorary and Life Members. Family membership allows two votes to be cast, and all other financial membership allows one vote to be cast. Proxy votes are not permitted.
- 6.2 Family membership includes all the members of one family who reside at the same address. All other membership types include one individual person.
- 6.3 Members who fail to give written notice to the Secretary prior to the 31st day of July each and every year of their intention to resign or withdraw from the Club shall be held legally liable for the subscription for the current year.
- 6.4 Any Member may resign or withdraw his membership by giving to the Secretary notice in writing, provided his subscription be paid at the time.

- 6.5 Any person suspended or expelled or ceasing to be a member of the Club on any account whatsoever shall forfeit all right to, or claim upon, the Club or its property, but shall not be thereby released from his pecuniary obligations to the Club.
- 6.6 Financial Year
- 6.6.1 The end of the financial year shall be at the end of March.
- 6.6.2 The financial year for subscriptions runs from 1st August to 31st July. For new persons joining the Club between 1st January and 31st July a discount of 10% per month of the net amount applies. Alternatively, for new persons joining the Club between 1st July and 31st July a full years membership may be charged for the forthcoming year.
- 6.6.3 Subscriptions must be paid for within 30 days of the commencement of the subscription year, i.e. 30th July.
- 6.6.4 Any Member whose subscription is in arrears after 2 months, i.e. by 31st August, will be excluded from membership, providing a reminder has been sent.
- 6.6.5 Any Member excluded from membership through 6.6.4 may rejoin, providing the Committee agrees and payment of a full years membership fee is made.
- 6.6.6 Membership subscriptions will be determined for each forthcoming year at the AGM and affixed hereto as part of Schedule Two.
- 6.7 The Members shall be held to consent to, and be bound by, the Regulations and Rules of the Club and shall not be entitled to appeal to any court because of anything done or omitted to be done under these provisions until all their remedies under these Regulations and Rules have been exhausted.
- 6.8 The Club may bestow a Life Membership on any of its members that it deems fit provided that such nomination(s) are made by majority decision of the committee and passed by simple majority vote at the AGM. Any person so elected to Life Membership shall at all times be exempt from any membership subscription and be entitled to all privileges and rights as a fully paid member.
- 6.9 Honorary Members will be appointed and/or reappointed, on an annual basis, at the discretion of the Committee, except that the elected President of the Club shall be granted Honorary Membership for the duration of his/her term in office. Any person so appointed with Honorary Membership shall, for the duration of the appointment, be exempt from any membership subscription and be entitled to all privileges and rights as a fully paid member.
- 6.10 Intending new Members may apply in writing to the Committee for membership using the form prescribed for that purpose. All new Members must be accepted by the Committee before membership is granted.

## **7. Meetings and Alteration of Regulations/Rules**

- 7.1 The Annual General Meeting of the Club shall be held between 20th April and 20th June, inclusive, each year at such time and place as the Committee may decide. Such meetings shall receive the Annual Report and Balance Sheet, elect the Committee, ratify all rule changes, table all Notices of Motion and Remits received in accordance with these regulations and transact any general or special business of the Club.

- 7.2 Not less than 28 days notice shall be given, to all members by circular or notice in the Club Magazine, either sent to each Member at their last known address or electronically if an email address is provided on the membership application form, stating the time and place of the Annual General meeting and calling for Notices of Motion, Remits, nominations for Committee and any special business together with a closing date by which time all such items must be in the hands of the Secretary.
- 7.3 Any Notices of Motion, Remits or special business and all nominations for Committee will be considered at an AGM or SGM provided that notice thereof be given in writing to the Secretary 21 clear days before such meeting and the Secretary shall notify Members of all such business in accordance with 7.4
- 7.4 Not less than 14 days notice shall be given to all members by circular or notice in the Club Magazine, either sent to each Member at their last known address or electronically if an email address is provided on the membership application form, stating the business of such General Meeting including all nominations for committee, Notices of Motion, Remits and any special business.
- 7.5 The President, or in his absence, the Vice President, or in his absence, an elected interim Chairperson shall take the Chair at all Special, General, or Committee Meetings.
- 7.6 These Regulations and Rules may only be altered (except as otherwise provided for in clause 4.4) provided that no addition, alteration, deletion, amendment or revision of the amateur sports objects, Personal Benefit clause, Payments To Members clause or the Dissolution Of Property On Winding Up clause shall be made without the approval of the Inland Revenue Department (or its statutory successor in the approval of amateur sports promoters). The provisions and effect of this clause shall not be removed from this document and shall be included and implied into any document replacing this document. This will take place by presentation of a Notice of Motion (for Regulations) or Remit (for Rules) to a AGM or SGM and require a two thirds majority of the votes cast at a AGM or SGM to be passed. Notices of Motion and Remits must be presented in writing in accordance with 7.3.
- 7.7 The President shall, at any time he may deem necessary, instruct the Secretary to summon by circular/magazine notice of Special and Committee meetings. Such notices, in the case of Special meetings must state the business to be transacted at such meeting and the time and place of the meeting and shall be either sent to each Member at their last known address or electronically if an email address is provided on the membership application form no later than 14 days before such meeting.
- 7.8 The President, or in his absence, the Vice President, shall be required to call a Committee Meeting when applied to by four members of the Committee or by petition signed by 20% of the number of available votes of the financial Members of the Club. Such Committee Meeting to take place within 14 days of receipt of the application which shall be in writing setting forth the purpose for which the meeting is desired and at such meeting no matter shall be discussed except the subject for which the meeting was called.

7.9 The President shall be required to call a Special General Meeting of the Club on:

- the 75% majority vote of the Committee to call such a meeting and/or:
- a petition signed by at least 30% of the number of available votes of the financial Members of the Club.

Such SGM shall take place within 28 days from the date of the Committee decision or receipt of the application which shall be in writing setting forth the purpose for which the meeting is desired and at such meeting no matter shall be discussed but the subject for which the meeting was called. Such meeting shall be convened by circular with notice of the business to be transacted and the time and place of the meeting sent to all members at their last known address or electronically if an email address is provided on the membership application form no later than 14 days before such meeting.

7.10 At all Annual and Special General Meetings of the Club 30% of the number of available votes of the financial members of the Club shall form a quorum.

7.11 If within one hour of the appointed time for an Annual or Special General Meeting a quorum is not present the meeting will be adjourned to the same day in the next week at the same time and place and no business will be transacted at any adjourned meeting except that business that was notified under 7.4 for the original meeting.

7.12 At SGMs and the AGM the Chairman shall have a deliberative vote and in the event of equal voting he shall have a casting vote. Proxy votes are not permitted.

## **8. Suspension and Expulsion**

8.1 If the conduct of any Member is such as appears to endanger the character, good order or welfare of the Club, or shall be considered to have become undesirable or no longer conducive to the interests of the Club, the Committee may (refer 4.5, 4.6) fine or suspend the Member from the privileges of the Club. No member may be penalised unless the following has been observed.

8.2 The committee must first call upon the member for an explanation of any charge of willful or consistent infringement of the Club's Regulations or Rules or misconduct brought against them by any member(s) of the Club and a committee meeting may take disciplinary action to inflict reasonable penalties as per the Limits of Authority, including suspension provided that :

8.2.1 Not less than 14 days notice in writing, requesting their attendance, shall be given to the member(s) in question, stating the date, time and place of the committee meeting at which the charge is to be heard and the grounds upon which the question of disciplinary action is to be discussed.

8.2.2 Such member(s) may be present at such committee meeting and may speak on their own behalf or shall be allowed an advocate to speak on their behalf. Any member(s) under the age of 18 years must be accompanied by their parent or guardian.

8.2.3 No member(s) may have legal representation at any hearing but may offer any evidence or call any witnesses to give evidence on their behalf upon the matter affecting the proposed disciplinary action.

- 8.2.4 Following such a hearing by the committee, a decision to penalise any member as per the Limits of Authority shall be carried by a 75% majority vote of the Committee and such decision must be notified to the member(s) in writing.
- 8.3 A member(s) who is suspended by such a decision of the committee is not entitled to recover any portion of their subscription and must immediately return to the Club any property of the Club in their possession.
- 8.4 A member who has been suspended shall have a right of appeal at a Special General Meeting provided such notice to appeal is made in writing to the Secretary within 7 days of the notification of suspension by the committee. Such a Special General Meeting must be convened within 30 days of receipt of such notice by the Secretary and the Secretary shall notify Members of such special business in accordance with 7.4.
- 8.5 A suspended member(s) may be expelled at an AGM or SGM by a 75% majority vote of those present. Expulsion must be decided upon no later than the next AGM or SGM and the Secretary shall notify Members of such special business in accordance with 7.4.

## **9. Administration**

- 9.1 The Treasurer shall under the signatures of the President, Secretary and Treasurer open an account in the name of the Club with a recognized Trading Bank named by the Committee and all monies received shall be deposited to the credit of that account. Any two of the three signatories may operate the account.
- 9.2 No liability shall be incurred by any Member on behalf of the Club without the prior consent of the Committee with the exception of the President, Secretary, and Treasurer, who may authorise expenditure to the amounts listed in Schedule One - Limits of Authority, with such amounts to be approved by the Committee at the first Committee meeting following expenditure. Limits of authority can only be altered by Remit to an AGM or SGM.
- 9.3 The Committee is authorised to undertake transactions to purchase, take or lease or otherwise acquire upon such terms as it may think fit, any real or personal property and any rights and privileges either necessary or convenient for the purposes of the Club, and may erect, maintain, improve, or alter any buildings or works as it may acquire on behalf of the Club providing such transactions are within the Limits of Authority contained in Schedule One. Limits of Authority can only be altered by Remit to an AGM or SGM
- 9.4 The Committee is authorised on behalf of the Club to borrow or raise money upon mortgages of any of the real and personal or other obligations or securities of the Club providing such transactions are within the Limits of Authority contained in Schedule One. Limits of Authority can only be altered by Remit to an AGM or SGM.
- 9.5 The Committee is authorised to invest and deal with the funds of the Club upon such securities or in a manner and upon such terms and conditions as the Committee may think fit, providing such transactions are within the Limits of Authority contained in Schedule One. Limits of Authority can only be altered by Remit to an AGM or SGM.
- 9.6 The Committee can raise money for specific projects by way of imposing a special levy on Members. Such levies to be within the Limits of Authority contained in Schedule One. Limits of Authority can only be altered by Remit to an AGM or SGM.
- 9.7 All claims, accounts, debts and liabilities of the Club shall be passed for payment by the Committee and shall, after approval, be paid by cheque or direct credit only. All cheques shall be signed by any two of the following: President, Treasurer, Secretary.

- 9.8 No member of KartSport Auckland or any person associated with a member shall participate in or materially influence any decision made by the organisation in respect of the payment to or on behalf of that member or associated person of any income, benefit, or advantage whatsoever. Any such income paid shall be reasonable and relative to that which would be paid in an arm's length transaction (being the open market value). The provisions and effect of this clause shall not be removed from this document, and shall be included and implied into any document replacing this document.
- 9.9 The Secretary and Treasurer on their retirement from office shall hand to their successors all books, papers, documents and electronic files in their possession, a supplementary balance sheet and any other property belonging to the Club. All committee members and any elected or appointed officers on their retirement from office shall hand their successors all books, papers, documents and electronic files in their possession and any other property belonging to the Club.
- 9.10 The Treasurer shall submit to the Annual General Meeting to be held each year and every year a statement of his accounts for the past season which shall have previously been audited and certified as correct by the Auditor appointed for the purpose at the previous years Annual General Meeting.
- 9.11 One or more auditors shall be elected at the Annual General meeting who shall examine the Treasurer's Balance Sheet and all relating accounts and if the said balance sheet and accounts are found correct shall certify to their correctness and sign the same. Such elected auditor(s) shall be either a practicing auditor, chartered accountant or otherwise suitably qualified to undertake and certify the correctness of the accounts but must be totally independent of the person(s) who prepare the accounts.
- 9.12 The Secretary shall convene and attend all General, Special General and Committee meetings of the Club and keep regular and correct minutes of the proceedings of such meetings in books or files which shall be produced at every meeting, conduct the correspondence according to directions he may receive from the President or Committee and attend generally to all clerical duties in connection with the Club.
- 9.13 The Secretary (or Membership Officer if one is appointed) shall keep a record of the names, addresses, membership type, occupations and ages (if under 18) of all Members of the Club.
- 9.14 The Secretary and Treasurer shall not permit any book or document to be inspected except by a Member of the Committee without a written order from the President or by a resolution from the Committee except for the Constitution which will be freely available to all members at all times upon request. The Secretary and Treasurer shall perform any and all other duties consistent with their office.
- 9.15 Any Member or person breaking or injuring the property belonging to or in the possession of or for the use of the Club shall pay the cost of repairing or replacing such property.
- 9.16 No Member shall without due authorisation take away from the Club's premises any property belonging to, in the possession of, or for the use of the Club or any Member thereof.
- 9.17 No person shall suffer any penalty under any of these rules without the consent of the Committee and any person complained of shall be allowed to defend himself before such Committee.

- 9.18 All complaints shall be made to the Secretary by letter and any such complaint shall be laid before the Committee with as little delay as possible and the answer sent by the Secretary under their direction.
- 9.19 The registered office of the Club shall be the address of the Secretary in office.
- 9.20 Notwithstanding anything expressed or implied in this constitution, the activities of the Club shall not be carried on for the personal pecuniary profit or benefit of any member or individual or associated person.

## **10. Common Seal**

- 10.1 The Committee shall forthwith provide a Common Seal for the Club and such seal shall not be affixed to any deed or document except by the order of the Committee.
- 10.2 Every deed or other document to which the Seal for the Club is required to be affixed shall be signed by two members of the Committee and by the President or Secretary of the Club for the time being. The Secretary shall be responsible for the custody of the Common Seal.

## **11. Winding Up**

- 11.1 The Club shall not be wound up except by "Special Resolution" passed in accordance with the provisions of Section 24 of the Regulations under "The Incorporated Societies Act, 1908" and upon the winding up of the Club the assets shall, after payment of all liabilities and with full consideration to clause 11.2, be disposed of in such manner as the Club by "Special Resolution" determines.
- 11.2 If upon the winding up or dissolution of the Club there remains after the satisfaction of all its debts and liabilities any property whatsoever the same shall not be paid to or distributed among any members of the Club but shall be given or transferred to some other organisation or body having objects similar to the objects of the Club, or to some other charitable organisation or purpose, within New Zealand. The provisions and effect of this clause shall not be removed from this document, and shall be included and implied into any document replacing this document.

## **12. General Rules**

- 12.1 The Club shall make rules governing and regulating races for the Club's trophies and championship. These are set out in Schedule Three - Racing Rules.
- 12.2 The Club shall make rules governing the general management of Club Day activities. These are set out in Schedule Four – General Rules.
- 12.3 The Club championships shall be held annually, in April or May each year. Any full financial Members shall be eligible to compete in the class or classes specified without prejudice provided that said members are fully financial a minimum of 28 days prior to the date of the Club Championship event.
- 12.4 As no rule can be devised capable of meeting every incident or accident of racing the President should keep in view the ordinary customs of the track and discourage all attempts to win a race by other than fair means of racing - superior speed and skill.

- 12.5 Every member competing under the Rules of the Club shall be bound by the Regulations, Codes, Rules and Specifications of KartSport New Zealand Incorporated.
- 12.6 The Club recognizes KartSport New Zealand Incorporated as the sole governing body of kart racing in New Zealand
- 12.7 The Committee may refuse any race entry that is clearly against the Club's interests.
- 12.8 Club Members and/or other organisations or persons wishing to hire the track, clubrooms or any other facilities under the control of the Club for any reason must apply to the Committee in writing. The Committee shall either approve or decline such application and negotiate an appropriate fee, bond and/or conditions of usage.
- 12.9 Use of the track by any person requires completion of the appropriate indemnity forms. Use of the track by any minor requires completion of the appropriate indemnity forms by the minors parent or guardian. All minors using the track must be accompanied by their parent/guardian at all times and all persons using the track must be accompanied by at least one other person who must have the ability to summons assistance if required either by use of a mobile phone or by use of a vehicle at the time of the track use taking place.
- 12.10 Members abusing either 12.8 or 12.9 will be subject to fine or suspension as provided for in these regulations at the discretion of the Committee.
- 12.11 Any person not financial with the Club shall not be allowed to make use of the Club's property or plant without the prior written permission or invitation of the Committee except as provided for in clause 12.12. Should such person or property be found on the Club's premises, the Committee may immediately order the removal of the person and/or property, and the owner shall be responsible for damages and the expense of such removal.
- 12.12 Persons not financial with the Club may use the track and pit facilities for testing of karts on officially designated test days provided that such persons are either given express permission by the committee, are members of a Club affiliated to KartSport New Zealand or are accompanied by a member of a Club affiliated to KartSport New Zealand and have signed an indemnity form and paid the required fees as set out in Schedule 2.
- 12.13 Members are responsible for any KartSport Auckland perpetual trophies presented. They must be returned in good condition to KartSport Auckland a minimum of 10 days before the date of the event when the trophy will be presented or when requested in writing by a letter sent from the Secretary. Trophies are not to be engraved. Any engraving will be arranged by KartSport Auckland. Trophies for which KartSport Auckland are responsible may not be taken out of the country unless an agreed upon bond has been put up and held by KartSport Auckland. In the event of a KartSport Auckland trophy not being returned by a given time, the recipient will be fined \$200.00 and be responsible for the replacement and updating of a new trophy.

### **13. Contingencies**

Where any particular Regulation or Rule is silent or where circumstances arise which are not, or are alleged not to be provided for in the Regulations or Rules of KartSport Auckland and which require to be resolved by KartSport Auckland they shall be determined by a AGM or SGM, by the Committee or by the President until such time as such decision be revoked or varied by another decision of AGM, SGM, Committee or the President. Decisions made under this Regulation are binding from the time the decision is made.

**14. Registration and Returns**

The Club shall register any alterations in or additions to the Regulations and shall make all returns required by any statutory provisions for the time being in force.

## Schedule One

### 1. Limits of Authority

	<i>Who</i>	<i>Limit</i>
1.1 To purchase, lease, or acquire property.	Committee	No limit however requires AGM or SGM approval.
1.2 To purchase, lease or acquire plant, equipment or services.	Committee	At the discretion of the Committee with a limit of \$10,000 per annum per project. Items over \$10,000 requires AGM or SGM approval.
1.3 To erect, maintain, improve or alter building and/or site works.	Committee	At the discretion of the Committee with a limit of \$10,000 per annum per project. Items over \$10,000 requires AGM or SGM approval.
1.4 Borrow, raise money upon mortgages.	Committee	Up to \$10,000 outstanding at any one time. Amounts over \$10,000 requires AGM or SGM approval.
1.5 Invest and deal with the funds of the Club.	Committee	Must use recognised banks or solicitor trust accounts only.
1.6 Sell, lease, exchange, mortgage or otherwise deal with any or all of the real or personal property of the Club.	Committee	At the discretion of the Committee.
1.7 Incur expenses on behalf of Club.	Member	\$200 maximum providing Committee gives Member per item/project expenditure approval.
1.8 Incur expenses on a Committee approved budget.	Member	Within budget or Member item limit.
1.9 Impose special levies on Members.	Committee	\$100 maximum per annum.
1.10 Impose fines, costs or suspensions on members.	Committee	\$1,000 and/or 2 years suspension
1.11 Approve emergency expenditure for maintenance or special circumstances between Committee meetings.	Any 2 of the 3 signatories to the Clubs accounts.	\$1000 per item/project and requires Committee ratification at the next Committee meeting.

## Schedule Two

### 1. Subscriptions

Annual Fees are set at each AGM and affixed here as part of Schedule Two.

Membership Fees effective 1st Aug 2008 are as follows (all include GST)

1.1	Family Membership Includes all members of one family residing at the same address	\$140.00
1.2	Racing Membership Any single racing member of any age	\$120.00
1.3	Non Racing Single Membership Any single non-racing member of any age	\$50.00
1.4 (a)	Family Concession Membership Includes family membership, race practice fees, and entry for Club day race events (excludes, but not limited to City of Sails, Cash Series and Club Champs)	\$600.00
1.4 (b)	Single Concession Membership Includes family membership, race practice fees, and entry for Club day race events (excludes, but not limited to City of Sails, Cash series and Club Champs)	\$450.00

For new persons joining the Club between 1st January and 31st July a discount of 10% per month of the net amount applies. Alternatively, for new persons joining the Club between 1st July and 31st July a full years membership may be charged for the forthcoming year.

### 2. Race Fees

Club Day Race Fees are set at each AGM and affixed here as part of Schedule Two.

Fees effective 1st August 2008 are as follows (all include GST)

2.1	Club Days Concession for Family memberships	\$25.00 per entry per class. \$20.00 for second and subsequent entry.
2.2	Club Champs	\$35.00 per entry per class.
2.3	Cash Series	\$40.00 per entry per class per round.

### 3. Testing Fees

Testing Fees are set at each AGM and affixed here as part of Schedule Two.

Fees effective 1<sup>st</sup> August 2003 are as follows (all include GST)

3.1	Wednesday and Friday afternoons Wednesday and Friday afternoons	\$10.00 per Club member. \$20.00 per non Club member.
-----	--	--

- 3.2 Saturday afternoons prior to Club Days \$5.00 per Club member.  
Saturday afternoons prior to Club Days \$10.00 per non Club member.

**4. Pit Shelter and Trailer Site lease fees**

Lease Fees are set at each AGM and affixed here as part of Schedule Two.

Lease Fees effective 1st Aug 2003 are as follows (all include GST)

4.1	Pit Shelter – one year term	\$125.00
4.2	Pit Shelter – three year term	\$300.00
4.3	Trailer Site – one year term	\$125.00
4.4	Trailer Site – three year term	\$300.00

## Schedule Three

### **1. Racing Rules**

#### **1.1 Format**

Club Day race format will normally be as per KartSport New Zealand race formats. The committee may alter race formats to suit the type of meeting being conducted such as a handicap or enduro event.

#### **1.2 Classes**

All classes will be as per KartSport New Zealand rules unless specific dispensation has been obtained from the National Steward and advised by way of supplementary regulations.

#### **1.2 Club Points**

All club days count for club points towards club trophies. Only club members are eligible for club points. Race format will normally be as per KartSport New Zealand (5 heats, drop worst performance). If less than 5 heats are run as the format for any Club day all heats will count except for enduro events or CIK format when only the enduro race or final race for CIK format will count. Club points are awarded to placegetters for the finishing position attained under the KartSport New Zealand race format.

1st - 40	9th - 14	17th - 6
2nd - 34	10th - 13	18th - 5
3rd - 30	11th - 12	19th - 4
4th - 26	12th - 11	20th - 3
5th - 22	13th - 10	21st - 2
6th - 20	12th - 9	22nd - 1
7th - 18	13th - 8	23rd - 1
8th - 16	12th - 7	24th - 1

### **2. Club Championships**

2.1 The Club Championships will be contested in April or May each year.

2.2 Race format will be as per KartSport New Zealand 5 heat system or the system which prevails in KartSport New Zealand regulations at the time.

2.3 To be eligible to compete at the Club Championships competitors must be fully paid up Club members at least 28 days prior to the date of the event. This will also be the closing date for entries.

2.4 Entry will be by Entry Form only. Closing Date for entries 28 days prior to event. Late entries will be accepted for classes confirmed at Closing Date providing the late entering member was a fully paid up Club member at Closing Date. Minimum of 4 entries at Closing Date for class to be contested. A class which meets the minimum qualifying number by closing date must additionally have a minimum of 4 competitors take the start of the first race of the championship event for the class to be recognised as a championship class.

2.5 Classes to be available for entry are all KartSport New Zealand Championship Sprint Classes plus the following KartSport New Zealand non Championship Sprint Classes – 100cc Club Class Yamaha, Junior Engine Development.

## 2.6 Open Club Champion

- 2.6.1 At the conclusion of the heat racing of the Club Championships a single 20 lap race will be contested to determine the Open Club Champion.
- 2.6.2 The Open Club Champion race is available to any Senior driver who has competed at the Club Championships.
- 2.6.3 The entrant must use the same kart, engine and tyres as entered to contest the Club Championship class.
- 2.6.4 MAW will be as per the current KartSport New Zealand Open class rule. If the Open class rule does not cover the particular engine type or capacity the weight will be the minimum stated within the rule.
- 2.6.5 Grid positions will be determined by engine capacity by marble draw.

## 3. Club Trophies

### FIRST CLUB DAY OF THE CALENDAR YEAR

ROSE BOWL: Presented to the club member with the lowest points in the largest class(es) on the first club day in the year.

### ANY MEETING 20 LAP FEATURES

EVEREADY SHIELD: Presented annually to winner of Senior 20 lap feature. Fastest 24 karts at the meeting determined by the Convenor. Marble draw for grid.

DONOHUE SHIELD Presented annually to winner of Junior 100cc Yamaha 20 lap feature race – marble draw.

### 3<sup>RD</sup> CLUB DAY OF YEAR

JUNIOR RESTRICTED CHALLENGE Highest Points over 1<sup>st</sup> 3 club days each year.

### CLUB CHAMPS and CHRISTMAS PRIZEGIVING

CADET TROPHY Highest points in class racing for all club days in 1<sup>st</sup> half of year and again in 2<sup>nd</sup> half of year. Presented bi-annually.

JUNIOR RESTRICTED TROPHY Highest points in class racing for all club days in 1<sup>st</sup> half of year and again in 2<sup>nd</sup> half of year. Presented bi-annually.

BRIDGESTONE TROPHY Highest points in Junior 100cc Yamaha racing over all Club Days in 1<sup>st</sup> half of year.

NOVICE TROPHY Highest Points for Novice class over all club days in 1<sup>st</sup> half of year and again in 2<sup>nd</sup> half of year. Presented bi-annually.

3 WAY TROPHY	Highest Points for Club class over all club days in 1 <sup>st</sup> half of year and again in 2 <sup>nd</sup> half of year. Presented bi-annually.
WRIGHT KARTS TROPHY	Highest Points for Rotax Light class over all club days in 1 <sup>st</sup> half of year and again in 2 <sup>nd</sup> half of year. Presented bi-annually.
WHYMANS HOME MADE TROPHY	Unluckiest Junior 100cc Yamaha at Club Champs
MOST IMPROVED TROPHYS	Presented 6 monthly by committee, Vote: Cadet - Junior Restricted – Junior – Senior
SPORTSMAN TROPHY:	Any Club Member - Presented yearly at Club Championships prize giving by popular vote.
OFFICIAL TROPHY:	Best Official - Presented yearly at Club Championships prize giving by popular vote for any official that is a club member.
WESTWARD TROPHY:	Best All Round Member - Presented yearly at Club Championships prize giving by popular vote for any Club member.
 <u>ST JOHNS SHIELD DAY</u>	
CRAWFORD CUP	Four equally matched karts / club members from any class as determined by the Convenor. Standing start over 3 laps. Different Class each year.
ST JOHNS BENEFIT TROPHY:	Presented on St Johns Shield Day to highest placed club member of the class with the most entries.
 <u>ENDURO DAY</u>	
TWO HOUR ENDURO:	If held - 2 trophies – 1 <sup>st</sup> overall Senior.
100 LAP ENDURO:	If held – 1 trophy – 1 <sup>st</sup> overall Senior to finish (If two drivers in one team trophy to be shared).
JUNIOR HALF HOUR:	1 trophy – 1 <sup>st</sup> kart to finish.
 <u>CHRISTMAS MEETING:</u>	
KINGSWAY TROPHY:	Highest points over 12 months in Senior 100cc Yamaha Light class racing on Club days.
REDDAWAY TROPHY:	Highest points over 12 months in Junior 100cc Yamaha racing on club days.
BOB HONE TROPHY:	Presented to winner of Senior 100cc Yamaha Light class at Christmas meeting.
JUNIOR CHALLENGE TROPHY:	Highest points in Junior 100cc Yamaha racing over all club days in 2 <sup>nd</sup> half of the year.
HEAGAR TROPHY:	Highest points in Open class racing over all club days.

CLARRY SMITH TROPHY:	Highest points in 100cc Yamaha Heavy class racing over all Club days.
CLUBMAN TROPHY:	Highest points 125cc National class over all club days in 2 <sup>nd</sup> 6 months of the year.
WILLIAMSON MEMORIAL TROPHY:	Winner of Open class at Christmas meeting.
JACK PEARSON MEMORIAL:	Winner of Junior 100cc Yamaha class at Christmas meeting.
BEST PRESENTED KART:	Best presented Kart over 12 months chosen by committee and Machine examiners.

HANDICAP EVENT

MIKLESON MEMORIAL TROPHY:	Presented yearly to winner of Junior 100cc Yamaha over 5 handicap races.
---------------------------	--

AUCKLAND SCHOOLS CHAMPIONSHIPS

CADET TROPHY	Presented annually to winner of Auckland Schools Championship. Must be attending school in the Greater Auckland area.
JUNIOR RESTRICTED	Presented annually to winner of Auckland Schools Championship. Must be attending school in the Greater Auckland area.
JUNIOR YAMAHA	Presented annually to winner of Auckland Schools Championship. Must be attending school in the Greater Auckland area.
JUNIOR ENGINE DEVELOPMENT	Presented annually to winner of Auckland Schools Championship. Must be attending school in the Greater Auckland area.
SENIOR YAMAHA LIGHT	Presented annually to winner of Auckland Schools Championship. Must be attending school in the Greater Auckland area.
SENIOR YAMAHA HEAVY	Presented annually to winner of Auckland Schools Championship. Must be attending school in the Greater Auckland area.
ROTAX LIGHT	Presented annually to winner of Auckland Schools Championship. Must be attending school in the Greater Auckland area.
TEAMS TROPHY	Presented annually to winning College team of Auckland Schools Championship. Rules as per School Nationals Championship. Must be attending school in the Greater Auckland area.

## Schedule Four

### **General Club Rules**

#### **1 General**

- 1.1 Non metallic inserts must be fitted between or through barrel and head fins of all engines except midgets and cadets.
- 1.2 If you have mechanical problems etc on a Club Day and cannot race in your class you may have your entry refunded if you withdraw and notify the race secretary before racing commences.
- 1.3 Each competitor must be a financial member of a KartSport New Zealand affiliated club and hold a current KartSport New Zealand licence before being allowed to enter. Each competitor must sign an indemnity form. Drivers under 18 years of age must have a parent or guardian sign the indemnity form and that person must be present during all practise and racing. If more than one driver is driving a kart then each driver must sign the indemnity form. A kart with two or more drivers competing in the same class will not be eligible for club points.

#### **2. Pits**

- 2.1 No starting of karts in the pits at any time. Karts may be started in the unloading area between the two clubhouses between 10.00am and 5.00pm of race days only.
- 2.2 No open ended legs on any kart stands, trolleys, or free standing shelters. Kart stands, trolleys and free standing shelters must have flat feet so as not to damage the pit seal.
- 2.3 No driving of karts in the pits.
- 2.4 No alcohol in the pits or racing confines during practise or racing.
- 2.5 It is recommended that smoking not be permitted in the Pit area.
- 2.6 No cars or trailers are allowed in the pit area at any time except with the Convenors permission.
- 2.7 No parking of cars or trailers in the kart unloading area at any time except trackside vendors or designated trailer pit sites with the permission of the convenor.
- 2.8 No registered road vehicle may be driven within the confines of the facility (Rosebank Domain) by any person who does not hold the appropriate vehicle licence.

#### **3. General Practice/Testing**

- 3.1 Practise will usually be held on the Saturday prior to each race meeting from 12 noon to 4.00pm. Noise testing may be carried out from 4.00pm to 5.00pm at the discretion of the Convenor or official on duty for the day otherwise the track will remain available for general practice/testing. Fees as set out in Schedule 2 will be charged and the indemnity form must be signed. Practise must be in age group classes at all times.

**4. Private Track Hire**

4.1 The track is available on Wednesday and Friday afternoons from 12 noon to 5.00pm. All persons using the track must be accompanied by at least one other person who must have the ability to summons assistance if required either by use of a mobile phone or by use of a vehicle at the time of the track use taking place. The fees for private track hire for members and non members are set out in Schedule 2. An indemnity form must be signed and the fee paid by every individual person at Cockpit 88, situated within the complex of the BP Service Station, 659 Rosebank Road, Avondale. The key to the track is available from Cockpit 88 and the last person to leave the track is responsible for locking the track and gates and returning the key to Cockpit 88. No person under the age of 18 years is allowed to hire the track without a senior club member, parent or guardian being present.

**5. Pit Shelters**

5.1 Pit shelters are leased by the Club to Members for a one year or three year term. Leaseholders must remain financial members for the duration of the lease or else the lease will be cancelled.

5.2 Pit shelters are only to be used by the leaseholders when present at race meetings and use cannot be transferred by the leaseholder to any other person. If the leaseholder is not present at a race meeting the Club may hire that shelter for that day to any person the Club chooses for whatever amount the Club wishes.

5.3 Signage can be erected on a Pit Shelter by the leaseholder however all specifications for size and location must be adhered to. These specifications are available on request from the Committee.

**6. Trailer Sites**

6.1 A limited number of Trailer Sites (as determined by the Committee) are leased by the Club to Members for a one year or three year term. Leaseholders must remain financial members for the duration of the lease or else the lease will be cancelled.

6.2 Trailer Sites are only to be used by the leaseholders when present at race meetings and use cannot be transferred by the leaseholder to any other person. If the leaseholder is not present at a race meeting the Club may hire that site for that day to any person the Club chooses for whatever amount the Club wishes.

6.3 Trailer Sites may only be used for the purpose of locating a trailer or similar type vehicle or temporary free standing enclosure within the confines of the site for the purpose of providing pit facilities. Any other activity will require the permission of the committee.

6.4 No permanent structure or signage of any kind is be situated or erected on a Trailer Site.

**PRESIDENT** \_\_\_\_\_

**VICE PRESIDENT** \_\_\_\_\_

**SECRETARY** \_\_\_\_\_

**DATE** \_\_\_\_\_